



## CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize City staff to utilize terms of Contract #0491B between Alameda County and Kruger International (KI) furniture manufacturer to acquire computer lab furniture for Library

**MEETING DATE:** September 20, 2000

**PREPARED BY:** Nancy C. Martinez, Library Services Director

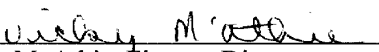
**RECOMMENDED ACTION:** That the City Council authorize City staff to participate in the contract agreement arranged by Alameda County with KI Furniture for the purchase of computer stations for the Library's public computer lab.

**BACKGROUND INFORMATION:** The Library has selected the furniture manufacturer KI (Kruger International) to create the stations for its public computer lab. At the recommendation of the interior designer, Melanie Vieux of Wenell Mattheis Bowe, Library staff chose

the KI PowerComm product line for its durability and style to furnish the lab with flexible stations that accommodate a variety of computing needs and activities. The lab will house seven stations for the public, a station including a shared printing/scanning station for the lab monitor and three stations equipped with Internet access for users bringing their own laptop computer to the lab. All stations will be wired for access to power and data, feature privacy screens, modesty panels and tabletop access to electrical power. At their August 21, 2000 meeting, the Library Board of Trustees authorized Library staff to participate in the contract agreement arranged by Alameda County with KI Furniture for the purchase of computer stations for the Library's public computer lab.

Following the solicitation of competitive bids, Alameda County signed Contract "0491B" with Kruger International to supply the County and its various agencies with a range of KI products over a three-year period. The County of Alameda agreed "to extend its KI Contract #0491B for use by any California public agency that may be interested." Similar to the CMAS program that the City currently uses for purchasing personal computers, Contract #0491B provides established discounts off of list prices for both drop shipments and installed merchandise. Using the KI/Alameda contract will allow the Library staff the flexibility to select product options and services according to the computer lab's current needs and add future stations as the demand warrants.

**FUNDING:** \$16,000 – Lodi Public Library Foundation

  
Vicky McAthie, Finance Director

  
Nancy C. Martinez, Library Services Director

cc: Vicky McAthie, Finance Director

**APPROVED:** \_\_\_\_\_

  
H. Dixon Flynn – City Manager



201 W. LOCUST STREET LODI, CA 95240

#4b

## BOARD COMMUNICATION

DATE: August 21, 2000

TITLE: Authorize City staff to utilize terms of Contract #0491B between Alameda County and Kruger International (KI) furniture manufacturer to acquire computer lab furniture for library

BACKGROUND: The library has selected the furniture manufacturer KI (Kruger International) to create the stations for its public computer lab. At the recommendation of the interior designer, library staff chose the KI PowerComm product line for its durability and style to furnish the lab with flexible stations that accommodate a variety of computing needs and activities.

Following the solicitation of competitive bids, Alameda County signed Contract "0491B with Kruger International to supply the county and its various agencies with a range of KI products over a three year period. The county of Alameda agreed "to extent it KI Contract #0491B for use by any California public agency that may be interested." Similar to the CMAS program that the city uses for purchasing personal computers, Contract #0491B provides established discounts off of list prices for both drop shipments and installed merchandise. Using the KI/Alameda contract will allow the library staff the flexibility to select product options and services according to the computer lab's current needs and add future stations as the demand warrants.

Recommendation: That the Library Board of Trustees authorize library administration to participate in the contract agreement arranged by Alameda County with KI Furniture for the purchase of computer stations for the library's public computer lab.

Funding: \$16,000 Lodi Public Library Foundation

Prepared by: Nancy C. Martinez,  
Library Service Director



# General Services Agency

Aki K. Nakao, Director

Post-It® Fax Note	7671	Date	5/9	# of pages	1
To	Michael	From	Susan for Stephanie		
Co./Dept.		Co.			
Phone #		Phone #	510/208-9627		
Fax #	559-322-8854	Fax #			

May 9, 2000

KI Northern California  
Ms. Stephanie O'Brien, District Manager  
600 Townsend Street, Suite 100W  
San Francisco, CA 94103

SUBJECT: Alameda Contract #0491B

Dear Stephanie:

Per the Alameda County Request for Quotation #003-1-7458 that solicited competitive bids for a KI/ADD/AGI contract and our conversation of April 25, 2000, Alameda County agrees to extend its KI Contract #0491B for use by any California public agency that may be interested. Alameda County requests that KI extend the specifications, terms, conditions and pricing of our contract to other tax supported agencies within the State of California.

We request that any questions regarding our contract, Request for Quotation, or subsequent documentation be issued to us in writing through your representative, Ted Flores.\*

Very Truly Yours,

Pedro Valencia  
Deputy Director, GSA-Purchasing

  
By: Susan Wewetzer, Senior Buyer

\* Central Valley  
Call MICHAEL ALFHEIM

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Contract Number #0491B

## **CORPORATE PURCHASING AGREEMENT**

Between: Krueger International, Inc. (KI), a Wisconsin Corporation, a manufacturer of office furniture and accessories, with its principal offices at 1330 Bellevue Street, Green Bay, Wisconsin 54302, and the County of Alameda, hereinafter referred to as the County of Alameda, with its principal offices at 1401 Lakeside Drive, Suite 907, Oakland, California, 94612, and includes all divisions, sub-divisions, and affiliates.

**1. NOW, THEREFORE, the parties hereby agree as follows:**

- (a) KI agrees to sell to the County and the County of Alameda agrees to purchase from time to time certain products from KI.
- (b) KI agrees to provide ongoing assistance in product specification where called for at no additional charge.

**2. TERM and TERMINATION**

- (a) This agreement shall commence upon signing and shall remain in full force and effect for a term of 36 months unless this agreement is terminated as provided in Paragraph 2 (b).
- (b) This agreement is cancelable by either party upon thirty (30) days written notice. Cancellation will be subject to the County of Alameda assuming responsibility for all work in process and for all finished merchandise on hand and in inventory.

**3. PRICING and PURCHASE ORDERS:**

- (a) KI will offer its entire product line, unless otherwise stated in this agreement, to the County of Alameda on a direct shipment basis, Delivered and Installed basis (Option A) or Drop Ship basis (Option B) per RFQ #3D003-1-7458.

- (b) Pricing: Pricing for products purchased from a KI dealer shall be list prices in effect on date of purchase order less the following discount(s).

**KI and ADD PRODUCTS**

**Discount**

**Option A: (Delivered & Installed)**

(Off List per order)

\$1-\$25,000

45%

\$25,001-\$100,000

48%

\$100,001 -\$250,000

51%

250,001 & over

Negotiable

**Option B: (Drop Ship)**

\$1-\$25,000

49%

\$25,001-\$100,000

51%

\$100,001 -\$250,000

53%

250,001 & over

Negotiable

**AGI PRODUCTS**

**Discount**

**Option A: (Delivered & Installed)**

(List price per order)

\$1-\$25,000

40%

\$25,001-\$100,000

43%

\$100,001 -\$250,000

46%

250,001 & over

Negotiable

**Option B: (Drop Ship)**

\$1-\$25,000

44%

\$25,001-\$100,000

46%

\$100,001 -\$250,000

48%

250,001 & over

Negotiable

- (c) The discounts in this Corporate Purchasing Agreement are ineffective if, as a result of those discounts, the final selling price of any product offered in this Corporate Purchasing Agreement would be lower than the corresponding price for that product under KI's multiple award schedule contracts with the United States General Services Administration ("GSA"). If the final selling price for any KI product in this Corporate Purchasing Agreement would be below KI's price to GSA, KI will offer that product to the County of Alameda at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.
- (d) All services shall be included KI for the above tiers. If the County of Alameda requires additional services, such as Additional Design or Off-Hours installation, additional charges shall be quoted and invoiced through KI, at \$45.00 for installation, and \$55.00 for Design Services per RFQ #3D003-1-7458.

**Corporate Purchasing Agreement  
KI and the County of Alameda  
March 10, 2000  
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- (e) Price Protection: A ninety (90) day written notice of all list price increases will be supplied to the County of Alameda. The County of Alameda agrees to notify the appropriate parties at all of its subsidiaries, divisions, affiliates, etc. of all list price increases.
- (f) Orders: Purchase orders for Products and Services shall be made to KI c/o Pre-Approved Authorized KI Dealer identified by the County on the purchase order. Orders shall be faxed directly to KI at 415.551.1868. All Purchase Orders must be clearly marked with Agreement Number 0491B/ County of Alameda. In the event of an emergency, KI will accept a Verbal Authorization ONLY from the Senior Buyer for the County of Alameda to the District Manager of KI San Francisco.
- (g) Acknowledgements and Invoicing: Order confirmations shall also be issued to the Authorized Dealer per project, and all verification shall become their responsibility. Final product and service invoicing shall be issued to the County of Alameda, payable to KI.
- (h) Cancellation of Purchase Orders: Purchase orders for non-standard products are noncancelable. Cancellation for purchase orders for standard items as specified in respective KI catalog(s) may be accepted subject to KI's exclusive discretion, based upon the percentage of the item completed at the time of the requested cancellation. Any such order cancellation may be subject to a cancellation fee of no more than 25%. KI will ship all orders on date specified by the County of Alameda or on acknowledged ship date, whichever is later.
- (i) Freight: Freight charges will be prepaid on all shipments unless special arrangements have been made or the freight excluded pricing is used (Fixed Seating, Uniframe tables and SystemsWall are quoted F.O.B. Factory, freight prepaid and added to the face amount of the invoice.) Delivered pricing is based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states, possessions or territories, delivery will be made to a prearranged port.
- (j) Warranties: KI warrants all its products to be free from manufacturing defects in accordance with its Standard Published Policies and Practices, as published in the current price lists. No other warranties are expressed or implied.
- (k) Return Shipments: KI will not permit return of materials without written consent if materials shipped are as acknowledged. Return shipments, when accepted, are subject to a restocking charge, the amount of which will be determined after the merchandise is received and inspected, not to exceed 25%. All freight or express charges must be prepaid on return shipments; otherwise, they will not be accepted.

- (l) Changes: KI will accept changes to purchase orders only in writing, and subject to the ability of KI to perform such changes. Changes, when accepted, may be subject to additional tooling charges, additional engineering charges or delays in shipping schedules. Changes will not be accepted within fourteen (14) working days of acknowledged ship date.

**4. MISCELLANEOUS**

- (a) Notice: All notices or other communications required or permitted by and among the parties shall be in writing and shall be deemed to have been given, delivered, or made when delivered by hand, Federal Express (or comparable guaranteed overnight delivery service) or mailed by certified or registered mail, postage prepaid, addressed to:

County of Alameda  
1401 Lakeside Drive  
Suite 907  
Oakland, California 94612  
Attn: Susan Wewetzer, Senior Buyer

To KI at:

KI  
1330 Bellevue Street, P.O. Box 8100  
Green Bay, Wisconsin 54308-8100  
Attn: Brian Krenke, Corporate Sales Manager

- (b) Entire Agreement: This agreement, in conjunction with RFQ #003-1-7458, and KI response dated March 21, 2000 supersedes any other agreements, whether written or oral, that may have been made or entered into by the parties hereto relating to the matters contemplated hereby. These documents constitutes the entire agreement concerning the transactions contemplated herein and there are no agreements or commitments in relation to the subject matter hereof except as set forth herein.
- (c) Amendments: This agreement may be amended or supplemented at any time only if in writing and duly executed by the parties hereto.
- (d) Applicable Law: This agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws thereof.

**Corporate Purchasing Agreement  
KI and the County of Alameda  
March 10, 2000  
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- (f) Indemnification: For and in consideration of purchases of goods under this agreement, KI will indemnify, hold harmless and defend the County of Alameda from and against any claim, demand, liability, loss, damage, suit or judgment which directly results from the negligent acts or omissions of KI.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

KI

County of Alameda

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Brian Krenke  
Name Printed

\_\_\_\_\_  
Name Printed

Corporate Sales Manager  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



RESOLUTION NO. 2000-162

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING STAFF TO  
UTILIZE CONTRACT BETWEEN ALAMEDA COUNTY AND KRUGER  
INTERNATIONAL (KI) TO ACQUIRE COMPUTER LAB FURNITURE FOR THE  
LODI PUBLIC LIBRARY

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WHEREAS, Lodi Municipal Code Section 3.20.070, authorizes dispensing with bids for purchases of supplies, services or equipment when it is in the best interest of the City to do so; and

WHEREAS, the Lodi Public Library has selected the furniture manufacturer Kruger International to create computer lab work stations in the Library; and

WHEREAS, Library staff has chosen the Kruger International product line for its durability and style to furnish the lab with flexible stations that accommodate a variety of computing needs and activities; and

WHEREAS, following the solicitation of competitive bids, Alameda County executed Contract #0491B with Kruger International to supply the County and its various agencies with a range of products over a three-year period; and

WHEREAS, the County of Alameda has agreed to extend its Contract #0491B for use by any California public agency; and

WHEREAS, Contract #0491B provides established discounts off list prices for both drop shipments and installed merchandise, and using the Kruger International/Alameda contract will allow the library staff the flexibility to select product options and services according to the computer labs current needs and add future stations as the demand warrants; and

WHEREAS, on August 21 2000, the Library Board of Trustees authorized staff to participate in the contract agreement arranged by Alameda County with KI Furniture for the purchase of computer stations for the Library's public computer lab.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes staff to utilize the terms of the Contract #0491B between Alameda County and Kruger International to acquire computer lab furniture for the Library at a cost not to exceed \$16,000.00.

Dated: September 20, 2000

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I hereby certify that Resolution No. 2000-162 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 20, 2000, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Land, Nakanishi, Pennino and Mayor Mann

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
SUSAN J. BLACKSTON  
City Clerk